

## **SapienStone Limited Lifetime Warranty**

SapienStone guarantees that its porcelain slabs used in the original end user purchaser's home or commercial application will be free from manufacturing defects under normal conditions of use and service. This warranty is nontransferable.

Should the SapienStone slabs fail due to a manufacturing defect, SapienStone will repair or replace the defective slab, as it deems fit. The SapienStone Limited Lifetime Warranty covers the purchase of the SapienStone porcelain slabs for as long as the original end user purchaser occupies the home or commercial location of the installation.

## **What this warranty does not cover**

This warranty does not cover defects visible at time of fabrication or installation, faulty or improper fabrication or installation, abuse (physical or chemical), structural movement, architectural or engineering design, chipping due to scraping or bumping against the edges of the surface, damage from continuous use for long periods of time in common areas, or variations in color, image, and sheen due to variability of the natural raw materials used, the manufacturing processes and natural changes over time in the different components of the slabs.

This warranty covers material cost only. Any costs associated with replacing the installed materials, including but not limited to fabrication, installation, demolition, electrical, and plumbing are not covered under this warranty.

Replacement slabs are limited to what is in stock at the time and are not guaranteed to match original installation. In no event will SapienStone's liability on any claim by anyone exceed the original purchase price of the SapienStone slabs. This warranty only applies when the SapienStone product has been paid for in full.

## **LIMITATION OF LIABILITY.**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED LIFETIME WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## **OTHER LEGAL RIGHTS.**

**THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

## **IMPLIED WARRANTY.**

**WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED LIFETIME WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## **To Make a Claim**

To make a claim under this Lifetime Limited Warranty, you must notify SapienStone via email [info@sapienstone.us](mailto:info@sapienstone.us) within 30 days after you discover a problem. To evaluate your claim, we will ask you to provide us with a copy of your original order, pictures, samples, or other evidence of defects. Your claim will be denied if you fail to notify us within the 30-day period, fail to provide us with requested sufficient evidence of defect, or you repair or replace Products before we have made a determination of your claim.

## **No Modifications.**

The terms of this Lifetime Limited Warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act) except by a writing signed by an officer of SapienStone. This warranty and all disputes are governed by laws of the State of Illinois.

## **Sapienstone**

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